

Attachment D

Contract No. 11LGMDTEERHO

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Washington County Schools ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

- SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- ENTITY.** EMBARQ and CenturyTel have joined to create a new communications company – CenturyLink. For an interim period until all work is completed to update systems and platforms related to the companies' combination, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink. As a result, Customer may see references in this Agreement to EMBARQ or CenturyTel products and services and terms and conditions that continue to use the EMBARQ and CenturyTel names.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

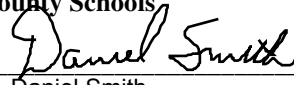
By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant
General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

Sales Rep: Lisa Flanagan
Sales Rep Phone: (252) 329-2202

Washington County Schools

By: 
Printed: Daniel Smith
Title: Instructional Technology Director
Date: March 23, 2011

Customer Address: 802 WASHINGTON ST
PLYMOUTH, NC 27962-2224

**Address
for Notices
(if different
from
above):**

Attachment D

Contract No. 11LGMDTEERHO

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.

CenturyLink Price Quote Number(s): 11-003848

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Attachment D



Washington County Schools - FY2011 Ethernet WAN

1 Gig Upgrade for Host & 150Mb Upgrade for 100Mb Sites - Quote # 11-003848

<u>Ethernet Locations</u>	<u>Circuit Speed</u>		<u>Monthly Rate</u>
Board of Education	1000 Mb	\$	2,935.00
Creswell High	150 Mb	\$	1,525.00
Plymouth High	150 Mb	\$	1,405.00
Family Learning Center	150 Mb	\$	1,405.00
Pines Elementary	150 Mb	\$	1,405.00
Washington County Union	150 Mb	\$	1,405.00
Renaissance Learning Center	150 Mb	\$	1,405.00
Monthly Ethernet Charges		\$	11,485.00
Annual WAN Charges		\$	137,820.00

60 Month WAN Contract # 11LGMDTEERHO

Quote # 11-003848

Billing Account # 308363007

SPIN 143-00-1484